

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 11/16/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval to concur with a Memorandum of Agreement (MOA) between the Federal Aviation Administration (FAA) and the Florida State Historic Preservation Officer (SHPO) concerning construction of the new McCoy Terminal Complex at the Key West International Airport.

ITEM BACKGROUND: Our ongoing Environmental Assessment for the terminal project has determined that the new construction could have an adverse visual effect upon the adjacent East Martello Tower, which is listed in the National Register of Historic Places. Therefore, after negotiation between the FAA, the SHPO, our local Key West Art and Historical Society and the Airport, mitigation to ease the visual impact has been agreed upon and is outlined in the attached MOA.

PREVIOUS RELEVANT BOCC ACTION. None on this issue.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval

TOTAL COST: N/A

BUDGETED: N/A

COST TO AIRPORT: N/A

SOURCE OF FUNDS: N/A

COST TO PFC: N/A

COST TO COUNTY: N/A

REVENUE PRODUCING: N/A

AMOUNT PER MONTH/YEAR: N/A

APPROVED BY: County Attorney X

OMB/Purchasing N/A

Risk Management N/A

KEY WEST AIRPORT DIRECTOR APPROVAL



Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/pjh

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: FAA, & Florida State Historic Preservation Officer
(Memorandum of Agreement)

Effective Date: Execution
Expiration Date: N/A

Contract Purpose/Description: Passenger Terminal Building Expansion, Key West International Airport

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 11/16/05

Agenda Deadline: 11/1/05

CONTRACT COSTS

Total Dollar Value of Contract: N/A

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>11/9/05</u>	() (X)	<u>Peter Horton</u>	<u>11/9/05</u>
Risk Management	<u>1/1/</u>	() ()	<u>N/A</u> for Risk Management	<u>1/1/</u>
O.M.B./Purchasing	<u>1/1/</u>	() ()	<u>N/A</u> for OMB	<u>1/1/</u>
County Attorney	<u>1/1/</u>	() ()	<u>SUSANNE HUTTON</u> County Attorney	<u>11/9/05</u>

Comments: This is for concurrence with the above HOA.

Monroe County is not a direct party to the agreement

**MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL AVIATION ADMINISTRATION
AND THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
PURSUANT TO 36 CFR 800
REGARDING PROPOSED PASSENGER TERMINAL BUILDING EXPANSION AND
ASSOCIATED CONSTRUCTION OF ELEVATED PARKING DECK
AT THE KEY WEST INTERNATIONAL AIRPORT
KEY WEST, FLORIDA**

WHEREAS, the Federal Aviation Administration (FAA) has determined that the proposed passenger building expansion and associated construction of an elevated parking deck (Deck) at the Key West International Airport (KWIA), Key West, Florida, will have an adverse effect upon the East Martello Tower (Tower), which is individually listed in the National Register of Historic Places, and has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800, as amended, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and,

WHEREAS, the Monroe County Board of County Commissioners (BOCC), which owns KWIA and the Tower, and the Key West Art and Historical Society (KWAHS), which leases the Tower from KWIA, have participated in the consultation process and have been invited to concur in this Memorandum of Agreement (Agreement);

NOW THEREFORE, the FAA and the SHPO agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the adverse effect of the undertaking upon the historic property.

Stipulations

The FAA will ensure, in coordination with the SHPO, the BOCC, and the KWAHS, that the following stipulations are carried out:

I. MITIGATION

- A. The development and implementation of a landscape design to assist in screening the Tower from the proposed Deck and KWIA. The design will be developed in coordination with the SHPO and submitted to the SHPO for review and comment. The SHPO will provide comments on the design within 30 days of its receipt.
- B. The design and application of a treatment for the proposed Deck that is compatible with the historic setting of the Tower. The design will be developed in coordination with the SHPO and submitted to the SHPO for review and comment. The SHPO will provide comments on the design within 30 days of its receipt.
- C. Due to the probability of archaeological resources adjacent to the East Martello Tower site, the FAA will ensure that an Archaeologist monitors all ground disturbing activities in the area of the Tower site. The selected Archaeologist will meet the Secretary of the Interior's Historic Preservation Professional Qualifications Standards for Archaeology. Upon discovery of archaeological resources, work in the immediate

- area will be halted while the Archaeologist evaluates the significance of the resources and conveys such evaluation to the SHPO. If the resources are determined by the Archaeologist not to be of significance, work may resume immediately. If the resources are determined by the Archaeologist to be of significance, the FAA will ensure that a data recovery plan is developed by the Archaeologist in consultation with the SHPO for the recovery of archaeological data from the site. The plan will be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37).
- D. Informational brochure/flyer and poster for the Fort East Martello Museum and Gardens, developed in coordination with the Key West Art and Historical Society, to be displayed in the airport terminal in association with the "Walk Into History" pathway.
 - E. Archival black and white photographs (exterior and interior) of the East Martello Tower submitted to the SHPO for inclusion in the Florida Master Site File inventory.

II. DISPUTE RESOLUTION

- A. Should the SHPO object within 30 days to any plans or actions required pursuant to the terms of this Agreement, the FAA will consult with the SHPO to resolve the objection. If the FAA determines that the objection cannot be resolved through consultation, the FAA will forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within 30 days after receipt of pertinent documentation, the Council will either:
 - 1. Provide the FAA with recommendations, which the FAA will take into account in reaching a final decision regarding the dispute; or
 - 2. Notify the FAA that it will comment pursuant to 36 CFR 800.6(b)(2) and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the FAA in accordance with 36 CFR 800.6(b)(2) with reference to the subject of the dispute.
- B. Any recommendations or comment provided by the Council will be understood to pertain only to the subject of the dispute. The FAA's responsibility to carry out all actions under the Agreement that are not the subject of the dispute will remain unchanged.

III. AMENDMENTS

- A. Either the FAA or the SHPO may request that the Agreement be amended or modified, whereupon the FAA, the SHPO, the BOCC, and the KWAHS will consult to consider such revisions.
- B. Any resulting amendments or addenda will be developed and executed among the FAA, the SHPO, the BOCC, and the KWAHS in the same manner as the original Agreement.

IV. DURATION

- A. This Agreement will terminate and have no further force or effect when the FAA, in consultation with the SHPO, the BOCC, and the KWAHS, determines that the terms of this Agreement have been fulfilled in a satisfactory manner. The FAA will provide the SHPO, the BOCC, and the KWAHS with written notice of its determination and of termination of this Agreement.
- B. Failure to fulfill the terms of this Agreement will require the FAA, the SHPO, the BOCC, and the KWAHS to enter into the Dispute Resolution process set forth in Stipulation II.

V. TERMINATION

- A. Either the FAA or the SHPO may terminate this Agreement by providing 30 days notice to the other party and the BOCC and KWAHS, provided that FAA, the SHPO, the BOCC, and the KWAHS will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.
- B. If the Agreement is not amended and is terminated, the FAA will execute a new Agreement with the SHPO or will request the comments of the Council under 36 CFR 800.7.

Execution of this Agreement by the FAA and the SHPO and implementation of its terms evidence that the FAA has afforded the Council an opportunity to comment on the proposed project and its effect on the Tower and that the FAA has taken into account the effects of the undertaking and proposed project upon the historic property.

AGREE:

FEDERAL AVIATION ADMINISTRATION

By: _____

Dean Stringer

Manager, Orlando Airports District Office

Date: 10/18, 2005

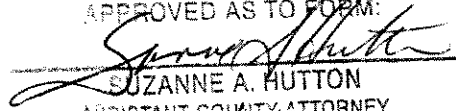
FLORIDA STATE HISTORIC PRESERVATION OFFICER

By: _____

Frederick Gaske

State Historic Preservation Officer

Date: 10/24, 2005


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
11/9/05

CONCUR:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

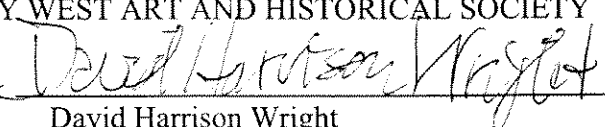
By: _____

Date: _____, 2005

Dixie Spehar

Mayor, Monroe County Board of County Commissioners

KEY WEST ART AND HISTORICAL SOCIETY

By:  _____

Date: 11/9, 2005

David Harrison Wright

President, Key West Art and Historical Society